

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,  
acting through the United  
States Department of  
Agriculture

Plaintiff

v.

ABEL ENRIQUEZ VELEZ, a/k/a ABEL  
HENRIQUEZ VELEZ a/k/a ABEL  
EUGENIO ENRIQUEZ VELEZ, CARMEN  
I. VEGA FLORES a/k/a CARMEN ILSA  
VEGA FLORES a/k/a CARMEN ISLA  
VEGA FLORES, and their Conjugal  
Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff

is the owner and holder of one (1) promissory note that affects the property described further below.

3. Said first promissory note is for the amount of **\$140,000.00**, with annual interest of 3.75%, subscribed on September 25, 1997. *See Exhibits 1 and 2.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 66. *See Exhibit 3.*
5. On August 26, 2005, the promissory note for \$140,000.00, was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 54. *See Exhibits 4 and 5*
6. According to the Property Registry, the defendants herein appear as owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RUSTICA: Porción de terreno radicado en el Barrio Maricao Afuera, del término municipal de Maricao, Puerto Rico, con una cabida de treinta y siete punto cero novecientos treinta y siete cuerdas equivalentes a ciento cuarenta y cinco mil setecientos noventa y dos punto siete mil setenta y cinco metros cuadrados. En lindes: NORTE, con terrenos aquí segregados pertenecientes a Don Domingo Enríques González y Carmen Vélez; SUR, con terrenos de Teresa Gonzalez; ESTE, con la Hacienda Chiquita que es hoy propiedad de Salvador Balaguer; OESTE, con terrenos de Isabel María Hokings

y otro de Juan León y Teresa González antes, hoy Aquilino Ramos Pérez, según plano de inscripción.

Property 1,641, recorded at page 13 of volume 114 of Maricao, Property Registry of San Germán, Puerto Rico.

*See Title Search attached as Exhibit 6*

7. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibit 6*.
8. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
9. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness of defendant due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 7*, the following amounts:
  - a) On the \$140,000.00 Note, as modified:
    - 1) The sum of \$104,138.75, of principal;

- 2) The sum of \$7,884.83, of interest accrued as of November 10, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$10.6992;
  - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
10. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
11. Codefendants ABEL ENRIQUEZ VELEZ a/k/a ABEL HENRIQUEZ VELEZ a/k/a ABEL EUGENIO ENRIQUEZ VELEZ and CARMEN I. VEGA FLORES a/k/a CARMEN ILSA VEGA FLORES a/k/a CARMEN ISLA VEGA FLORES are not presently active in the military service for the United States. See *Exhibit 8*.
12. The real estate property which is hereby being foreclosed is subject to the following liens in the rank indicated:
- (A) Property 1,641:
- 1) Recorded liens with preference or priority over mortgage herein recorded:
    - a) Perpetual of way Easement over this property as servient estate in favor of parcel of Aquilino Ramos Pérez as dominant estate, constituted by deed #61, executed in Mayagüez, Puerto Rico, on

March 17, 1967, before Notary Public Carlos García Méndez, recorded at page 145 of volume 64 of Maricao, property number 1641, 7th inscription.

b) MORTGAGE: Constituted by Abel Eugenio Enriquez Vélez and his wife Carmen Ilsa Vega Flores, in favor of Banco Popular de PR, in the original principal amount of \$86,000.00, with preferential interests, due on presentation, constituted by deed #136, executed in Mayagüez, Puerto Rico, on December 11, 1991, before Notary Public Luis Ferrer Dávila, recorded at overleaf of page 148 of volume 64 of Maricao, property number 1,641, 10th inscription.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

-None.

#### VERIFICATION

I, Jacqueline Lazú Laboy , of legal age, single, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF of the United States Department of Agriculture (Farm Service Agency), San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 16 day of November, 2020.

  
Jacqueline Lazú Laboy

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the United States the

amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this November 16, 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
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Form FmHA 1940-17(S)  
(Rev. 10-89)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

Name ENRIQUEZ VELEZ, ABEL		<b>TYPE OF LOAN</b>  <input type="checkbox"/> Regular <input type="checkbox"/> Limited Sources  Type: EM  In accordance with:  <input type="checkbox"/> Consolidated Farm and Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978  <b>NOTE REQUIRED FOR:</b>  <input type="checkbox"/> Initial Loan <input type="checkbox"/> Restructuring <input type="checkbox"/> Subsequent Loan <input type="checkbox"/> Re-amortization <input type="checkbox"/> Consolidation and <input type="checkbox"/> Consolidation Subsequent Loan <input type="checkbox"/> Debt Reduction <input type="checkbox"/> Sale on Credit <input type="checkbox"/> Deferred Payments <input type="checkbox"/> Conservation Easement
State PUERTO RICO	Office MAYAGUEZ	
Case Number 63-18-1185	Date 09-25-97	
Fund Code 43	Loan Number 01	

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-signer do jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter referred to as the "Government"), or its assignee, at its offices in MAYAGUEZ, PUERTO RICO, or another place designated in writing by the Government, the principal amount of ONE HUNDRED FORTY THOUSAND dollars (\$140,000.00) plus interest on the unpaid principal at THREE POINT SEVENTY-FIVE PERCENT (3.75%) per annum and \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in interest that may not be capitalized. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis, and shall notify Borrower by mail at his/her last known address thirty (30) days in advance. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 21 installments, as stated below, unless modified by a different interest rate, on or before the following dates:

\$ <u>1,396.00</u> on <u>01-01</u> , 19 <u>98</u> ;	\$ <u>10,076.00</u> on <u>01-01</u> , 19 <u>99</u> ;
\$ _____ on _____, 19____ ;	\$ _____ on _____, 19____ ;
\$ _____ on _____, 19____ ;	\$ _____ on _____, 19____ ;
\$ _____ on _____, 19____ ;	\$ _____ on _____, 19____ ;
\$ _____ on _____, 19____ ;	\$ _____ on _____, 19____ ;
\$ _____ on _____, 19____ ;	\$ _____ on _____, 19____ ;

and \$ 10,076.00 each year thereafter until the principal and interests are completely paid, except the final payment of the debt established herein, which, if not sooner paid, shall mature and become due and payable 20 years from the date of this promissory note, with the exception that advance payments may be made as provided below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the closing date, the loan shall be forwarded to Borrower, as requested by the Borrower and approved by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interest shall accrue on the amount of each advance starting on the effective date of each, as shown in the Advance Payment Log at the end of this promissory note. Borrower authorizes the Government to record the amount(s) and date(s) of such advance payment(s) in the Advance Payment Log.

Interest accumulated for over ninety (90) days on each promissory note that is re-amortized, consolidated, or re-structured must be added to the principal and this new principal shall accrue interest at the percentage rate established by this document.

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Any payment made on any debt established by this promissory note shall be applied first to the interest accrued during the deferment period, second to interest computed as of the effective date of payment, and lastly to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government does assign this promissory note and insure payment of the same, Borrower shall continue making payments to the Government as the holder's collecting agent.

Whenever this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder or, except for the final payment, such payments may be retained by the Government and transferred to the holder based on the date the annual installment is due. The effective date of any payment retained by the Government and transferred to the holder based on the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled that accrues between the effective date of such advance payments and the date of the Treasury check remitted to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or invested in any way under the terms of any security agreement or other instrument granted in relation to the loan herein established shall, at the Government's option, become part of the loan and shall accrue interest at the same rate as the principal of the debt herein established and shall be immediately due and payable by the Borrower to the Government without need of payment order.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan," "Debt Reduction," "Consolidation," "Restructuring" or "Re-amortization" is marked in the upper box of the first page under the section "Note Required For," this promissory note is granted to consolidate, re-amortize or show a new payment plan, but not in satisfaction of the principal and interest of the following promissory note(s) or subrogation agreement(s) (new terms):

LOAN CODE AND NUM.	AMOUNT OF NOTE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT DUE
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		
	\$	%	,19		

The security documents taken in relation to the loans established by these described promissory notes or other related obligations are not affected by the granting of this consolidation, re-amortization or restructuring. These security instruments shall remain in effect and the security offered for the loans established by the described promissory notes shall remain as guaranty for the loan established by this promissory note and for any other related obligations.

**REFINANCING AGREEMENT (GRADUATION):** If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at an interest rate and on terms deemed reasonable for loans of similar purposes time periods and considerations, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and, if the lender is a cooperative, to pay for any necessary shares.

**CONSERVATION AGREEMENT FOR HIGHLY-ERODIBLE SOILS AND WETLANDS:** The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, subsection G of Part 1940 of 7CFR. If (1) the loan period extends beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower attempts to produce crops on highly-erodible soils exempt from the restrictions under Exhibit M until January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a conservation plan for the borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he/she is actively applying a soil conservation plan on the highly-erodible land that has been approved by the Soil Conservation Service (SCS) or by

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Soil Conservation District if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erodible land after said date shall be done according to a conservation plan approved by the Soil Conservation Service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default under the terms of this promissory note. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box "TYPE OF LOAN." This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

(SEAL)

[Signature]  
ABEL HENRIQUEZ VELEZ<sup>1</sup> (Borrower)

(SEAL)

[Signature]  
CARMEN I. VEGA FLORES (Borrower)

BOX 713  
(Borrower's Address)  
MARICAO, P.R. 00606

#### ADVANCE PAYMENT REGISTRY

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$140,000.00	9-25-97				
\$					
\$					
\$					
TOTAL				\$140,000.00	

*Abel Enriquez*  
*Note 9/25/97*  
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<sup>1</sup> Transcriber's Note: Borrower's surname appears on original as Henriquez on this page.

The amount of this promissory note and the mortgage that secures it, re-amortized on August, 26, 2005, in the amount of \$126,209.83 with interest at a rate of 3.75%, and which shall be paid as follows: \$2,024.00 on or before February 26, 2006, and on the same date each subsequent year until February 26, 2010; and \$16,542.00 on or before February 11, 2011; and \$16,542.00 on or before February 26 of each subsequent year, except the final payment of the debt herein assumed shall be made on or before the February 26, 2020, according to deed number 54, dated August 26, 2005, before the Notary Franklin Rodríguez Mangual. I do attest. In Mayagüez, Puerto Rico, August 26, 2005.

[Seal]

[Signature]

Notary Franklin Rodríguez Mangual  
Notary Public

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[Illegible]  
Exhibit A**Annex to the Promissory Note or Subrogation Agreement for the  
Program to Postpone Installment Payments due to Disaster**Date June 21, 2000Case Number: 63-18- [REDACTED] 1185Name: Abel Enriquez Vélez

Promissory Note or Subrogation Agreement:

<i>Fund Code</i>	<i>Loan Number</i>	<i>Date</i>	<i>Amount</i>
43	01	9/25/97	\$140,000.00

This annex modifies the above referenced promissory note or subrogation agreement to establish the terms and conditions of the postponement of the installment payments described below:

Number of Disaster Designation: M3151  
 Postponed Installment Date: 01/01/2000  
 Installment Amount to be Postponed: \$10,076.00

Any principal amount to be postponed shall continue accumulating interests at the same interest rate as the portion of the debt not being postponed.

This annex does not change any of the terms and conditions of the promissory note or subrogation agreement.

The undersigned borrower or any co-debtor agrees to pay the postponed installment, plus any interest accumulated on the postponed principal, on or before of the maturity date of the loan, pursuant to the amended promissory note or subrogation agreement.

If the promissory note or subrogation agreement is restructured through the Primary Services Program in the future, this annex shall be considered automatically cancelled and the amount postponed shall be included as part of the total restructured debt.

The undersigned borrower understands that by signing this annex, he/she agrees that any pending application for primary services and loan preservation shall be withdrawn. This does not affect future eligibility for primary services and loan preservation.

[Signature] \_\_\_\_\_  
 Borrower

[Signature] \_\_\_\_\_  
 Borrower



Formulario FmHA 1940-17(S)  
(Rev. 10-89)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

## CLASE DE PRESTAMO

Tipo: EM

- ☐
- Regular
- 
- ☐
- Recursos Limitados

De acuerdo a:

- ☐
- Consolidated Farm and Rural Development Act
- 
- ☐
- Emergency Agricultural Credit Adjustment Act of 1978

Nombre ENRIQUEZ VELEZ, ABELPUERTO RICOOficina MAYAGUEZCaso Num. 63-18-582921185Fecha 09-25-97Código de Fondos 43Num. de Prestamo 01

## ACCION QUE REQUIERE PAGARE

- ☐
- Préstamo Inicial
- 
- ☐
- Préstamo Subsiguiente
- 
- ☐
- Consolidación y Préstamo Subsiguiente
- 
- ☐
- Venta a Crédito
- 
- ☐
- Pagos Diferidos
- 
- ☐
- Servidumbre de Conservación
- 
- ☐
- Reestructuración
- 
- ☐
- Reamortización
- 
- ☐
- Consolidación
- 
- ☐
- Reducción de Deuda

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en MAYAGUEZ, PUERTO RICOo en otro sitio designado por el Gobierno por escrito, la suma principal de CIENTO CUARENTA MILdólares (\$ 140,000.00) más intereses sobre el principal adeudado al TRES PUNTOSESENTA Y CINCO (3.75%) anual y dólares (\$ )

de intereses no capitalizados. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 21 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>1,396.00</u> en <u>01-01</u> de 19 <u>98</u>	\$ <u>10,076.00</u> en <u>01-01</u> de 19 <u>99</u>
\$ _____ en _____ de 19 _____	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de 19 _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de _____
\$ _____ en _____ de 19 _____	\$ _____ en _____ de _____

y \$ 10,076.00, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero 20 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el periodo de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

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Pagos adelantados de los pagos adelantados o cualquier parte de los mismos, p. al. verse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definieren en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Reestructuración" o una "Reamortización" es indicado en el encabezado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una reestructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o reestructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACIÓN DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agrícola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del lro. de enero de 1990, pero no al lro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el lro. de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al lro. de enero de 1995. El prestatario además conviene en que deberá demostrar antes del lro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

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INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré. CONTESTADO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

ABEL HENRIQUEZ VELEZ (Prestatario)

(SELLO)

CARMEN I. VEGA FLORES (Prestatario)

BOX 713

(Dirección del Prestatario)

MARICAO, P.R. 00606

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 140,000.00	9-25-97	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 140,000.00	

Agricultura


POSICION 2

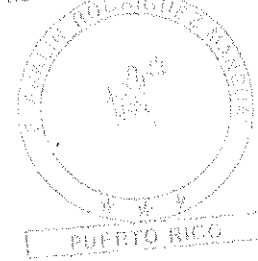
Formulario FmHA 1940-17(S)  
(Rev. 10-89)

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El importe de este pagaré y la hipoteca que garantiza, reamortizado al 26 de agosto de 2005, asciende a la suma de \$126,209.83 con intereses a razón de 3.75%, la cual habrá de ser pagada en la siguiente forma: \$2,024.00 en o antes del 26 de febrero de 2006 y cada año subsiguiente hasta el 26 de febrero de 2010; y \$16,542.00 en o antes del 26 de febrero de 2011; y \$16,542.00 en o antes del 26 de febrero de cada año subsiguiente, excepto que el pago final del total de la deuda aquí asumida se hará en o antes del 26 de febrero de 2020, según resulta de la escritura número 54 de 26 de agosto de 2005, ante el Notario Franklin Rodríguez Mangual. Doy Fe, En Mayagüez, Puerto Rico, a 26 de agosto de 2005.

  
Franklin Rodríguez Mangual  
Notario Público



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*Anejo al Pagaré o Convenio de Subrogación para el Programa para Posponer Plazos debido a el Desastre*

Fecha: 21 de junio del 2000 Número de Caso: 63-18-582921185  
Nombre: Abel Enriquez Vélez

Pagaré o Convenio de Subrogación:

Código de Fondo	Número de Préstamo	Fecha	Cantidad
43	01	9/25/97	\$140,000.00

Este anejo enmienda el pagaré o convenio de subrogación indicado arriba para establecer los términos y condiciones de la posposición del plazo descrito adelante:

Número de Designación del Desastre: M 3151  
Fecha del plazo a ser pospuesto: 01/01/2000  
Cantidad del plazo a ser pospuesto: \$ 10,076.00

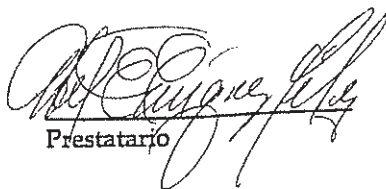
Cualquier cantidad de principal a ser pospuesta continuará acumulando intereses al mismo tipo de interes que se le cargue a la parte no pospuesta de la deuda.

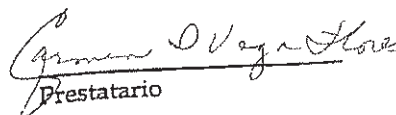
Este anejo no cambia ninguno de los términos y condiciones del pagaré o convenio de subrogación.

El prestatario abajo firmante o cualquier co-deudor está de acuerdo en pagar el plazo pospuesto, más cualquier interes acumulado sobre el principal pospuesto, en o antes de la fecha de vencimiento del préstamo, según establecido en el pagaré o convenio de subrogación enmendado.

Si se restructura el pagaré o convenio de subrogación a través del Programa de Servicios Primarios en un futuro, este anejo se considerará cancelado automaticamente y la cantidad pospuesta se incluíra como parte del total de la deuda restructurada.

El prestatario abajo firmante entiende que al firmar este anejo está de acuerdo en que se le dará de baja a cualquier solicitud pendiente de servicios primarios y de preservación de préstamos. Esto no afecta la elegibilidad futura para servicios primarios o de preservación de préstamo.

  
Prestatario

  
Prestatario

orma FmHA 1927-1(S) PR  
Rev. 6-93)

-----NUMERO SESENTA Y SEIS-----  
-----NUMBER SIXTY SIX-----

-----HIPOTECA VOLUNTARIA-----  
-----VOLUNTARY MORTGAGE-----

En Yauco, Puerto Rico, a los Veinticinco (25)---días---  
In Yauco, Puerto Rico, at Twenty Five (25)---days of---  
del mes de Septiembre de mil novecientos noventa y---  
the month of September of nineteen hundred and ninety---  
siete.-----  
seven.-----

-----ANTE MI-----  
-----BEFORE ME-----

---IGNACIO PINTADO PINTADO, Colegiado Número Cinco---  
---IGNACIO PINTADO PINTADO, Collegiate Number Five---  
Nueve Cuatro Seis (5946),-----  
Nine Four Six (5946),-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Yauco,---  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco,-----

Puerto Rico ----- y oficina en Yauco, Puerto Rico.-----  
Puerto Rico ----- and office in Yauco,----- Puerto Rico.-----

-----COMPARECEN-----  
-----APPEAR-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----  
appear from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.-----  
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration-----

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.-----  
voluntary mortgage.-----

-----EXPONEN-----  
-----WITNESSETH:-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----  
hereinafter referred to as "the property".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----  
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with-----



Actualiza  
Security  
Transactions

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayán estimado sobre la propiedad hipotecada.  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por el  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----  
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----  
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE.  
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí

performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por

hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes

the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación

total o parcial de o por daños a cualquier parte de las misinas o a los intereses sobre

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.

En caso de ejecución, los bienes responderán del pago del principal, los intereses

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acce-

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma

adicional especificada en el párrafo NOVENO de este documento.

SIXTO: El deudor hipotecario expresamente conviene lo siguiente:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO---  
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE---

-----por ciento ( --3.75 %/o)-----  
-----per cent ( --3.75 %/o)-----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el acto  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
determine.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against-----

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobar el acreedor hipotecario.  
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish-----





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other-----

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out-----

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time-----

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices-----

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to-----

tiempo pueda prescribir.-----  
time may prescribe.-----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified-----

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor-----

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it-----

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation-----

ción o al arrendamiento.-----  
or lease.-----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,-----

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the-----

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations-----

que afecten los bienes o su uso.-----  
affecting the property or its use.-----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times-----

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not-----

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall-----

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened-----

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the-----

deudor hipotecario de los convenios de esta hipoteca.-----  
mortgagor of the covenants of this mortgage.-----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession-----

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify-----

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option-----

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----  
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee.-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect-----

los rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed.-----

en el orden y manera que el acreedor hipotecario determinare.-----  
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes.-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.-----  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein.-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an -----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declara la deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre  
postponement of this mortgage to any other lien over-----

dichos bienes.  
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca.  
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravamen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,-----

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,-----

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.  
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



el importe de cualquier sentencia obtenida por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagee.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de CIENTO CUARENTA MIL DOLARES (\$140,000.00).  
of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré!  
should assign this mortgage without insurance of the note,

CIENTO CUARENTA MIL -----DOLARES (\$140,000.00)  
ONE HUNDRED FORTY THOUSAND -----DOLLARS (\$140,000.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

Tres punto Setenta y Cinco-----por ciento ( ---3.75-- %o) anual;  
Three point Seventy Five-----per cent ( ---3.75-- %o) per annum;

Dos. En todo tiempo cuando el pago es poseído por un prestamista asegurado :  
Two. At all times when said note is held by an insured lender: -----

(A) CIENTO CUARENTA MIL -----  
(A) ONE HUNDRED FORTY THOUSAND -----

----- DOLARES (\$ 140,000.00) -  
----- DOLLARS (\$ 140,000.00) -

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender -----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as -----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH, -----

Tercero:-----

Three:-----

(B) DOSCIENTOS DIEZ MIL -----  
(B) TWO HUNDRED TEN THOUSAND -----

----- DOLARES (\$ 210,000.00) -  
----- DOLLARS (\$ 210,000.00) -

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might -----

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:-----

Three. In any event and at all times whatsoever:-----

(A) CINCUENTA Y SEIS MIL DOLARES -----  
(A) FIFTY SIX THOUSAND DOLLARS -----

(\$ 56,000.00 -----) para intereses después de mora:  
(\$ 56,000.00 -----) for default interest:-----

(B) VEINTIOCHO MIL DOLARES -----  
(B) TWENTY EIGHT THOUSAND DOLLARS -----

(\$ 28,000.00 -----) para contribuciones, seguro y otros adelantos para la con-  
(\$ 28,000.00 -----) for taxes, insurance and other advances for the preservation -----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph -----

SEXTO, Tercero:-----

SIXTH, Three:-----

(C) CATORCE MIL DOLARES -----  
(C) FOURTEEN THOUSAND DOLLARS -----

(\$ 14,000.00 -----) para costas, gastos y honorarios de abogado en caso  
(\$ 14,000.00 -----) for costs, expenses and attorney's fees in case -----

de ejecución:-----

of foreclosure:-----

(D) CATORCE MIL DOLARES -----  
(D) FOURTEEN THOUSAND DOLLARS -----

(\$ 14,000.00 -----) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 14,000.00 -----) for costs and expenditures incurred by the mortgagee in -----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with -----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as -----

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen, -----



constituye Hipoteca Voluntaria, se describe como sigue: -----  
voluntary mortgage is constituted, is described as follows: -----



-----RUSTICA: Porción de terreno radicado en el Barrio-Maricao Afuera, del término municipal de Maricao, Puerto Rico; de una cabida de TREINTA Y SIETE PUNTO CERO-----NOVECIENTOS TREINTA Y SIETE (37.0937) DIEZ MILESIMAS DE-CUERDA; equivalentes a CIENTO CUARENTA Y CINCO MIL-----SETECIENTOS NOVENTA Y DOS PUNTO SIETE MIL CERO SETENTA Y CINCO METROS CUADRADOS (145,792.7075 m.c.). Colinda por el NORTE, con terrenos aquí segregados, perteneciente---a Don Domingo Enríquez González y Carmen Vélez; por el--SUR, con terrenos de Teresa González; por el ESTE, con--la Hacienda Chiquita que es hoy propiedad de Salvador---Balaguer y por el OESTE, con terrenos de Isabel María--Hokings y otros de Juana León y Teresa González antes,--hoy Aquilino Ramos Pérez, según Plano de Inscripción.---

-----Inscrita al folio Trece (13), del tomo Sesenta (60) de Maricao, Finca Número Mil Seiscientos Cuarenta y Uno--(1641), Inscripción Sexta.-----



Adquirió el prestatario la descrita finca por compra a Don Domingo-----Borrower acquired the described property by purchase to Mr. Domingo-----

Enríquez González,-----Enríquez González,-----

según consta de la Escritura Número Cuatro (4),-----pursuant to Deed Number Four (4),-----

de fecha Febrero Primero (1ro.), mil novecientos noventa-----dated February First (1st.), nineteen hundred and ninety--(1990),-----

otorgada en la ciudad de Guánica, Puerto Rico,-----executed in the city of Guánica, Puerto Rico,-----

ante el Notario Ramón D. Acosta.-----before Notary Ramón D. Acosta.-----

Dicha propiedad se encuentra sujeta a las cargas que aparecen-----Said property is liable at the burden that appeared-----

en el Registro de la Propiedad de Puerto Rico, Sección--in the Register of the Property of Puerto Rico, Section--de San Germán.-----of San Germán.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: The parties appearing in the present deed as Mortgagors-----

carios DON ABEL EUGENIO ENRIQUEZ VELEZ Y DOÑA CARMEN ILSA--are MR. ABEL EUGENIO ENRIQUEZ VELEZ AND MRS. CARMEN ILSA--VEGA FLORES, mayores de edad, casados entre sí, propie--VEGA FLORES, of legal age, married, proprietors-----tarios y vecinos de Maricao, Puerto Rico;-----and neighbors of Maricao, Puerto Rico;-----

cuya dirección postal es: Apartado Setecientos Trece (713),-----whose postal address is: Box Seven Hundred Thirteen (713),-----

Maricao, Puerto Rico.-----Maricao, Puerto Rico.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----





Forma FmHA 1927-1(S) PR  
(Rev. 6-93)



para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical---

físicas en la finca(s) descrita(s).-----  
installations on the described farm(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure-----

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan-----

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless-----

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as-----

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause-----

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the-----

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to-----

ejecución de la hipoteca.-----  
the foreclosure of the mortgage.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction-----

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,-----

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-  
construction or building constructed on said farm(s) while the-----

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present-----

dueños deudores o por sus cesionarios o causahabientes.-----  
owners or by their assignees or successors.-----

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and-----

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or-----

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)-----

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future -----

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings-----

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted-----

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen-----

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-----

L.P.R.A. 1851)-----  
L.P.R.A. 1851)-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any-----

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with-----

fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) -  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)





-----El Número de Seguro Social de Don Abel Eugenio  
-----The Social Security Number is Mr. Abel Eugenio

Enríquez Vélez es: Cinco Ocho Dos guión Nueve Dos-  
Enríquez Vélez is: Five Eight Two dash Nine Two---

guión Uno Uno Ocho Cinco (582-92-1185),-----  
dash One One Eight Five (582-92-1185);-----

el Número de Seguro Social de Doña Carmen Ilsa-----  
the Social Security Number of Mrs. Carmen Isla-----

Vega Flores es: Uno Uno Seis guión Tres Seis guión  
Vega Flores is: One One Six dash Three Six dash---

Dos Nueve Cinco Ocho (116-36-2958) y-----  
One Four One One (116-36-2958) and-----

el Número de Seguro Social Patronal Federal-----  
the Social Security Patronal Federal Number-----

de la Farm Service Agency, Oficina de Mayaguez es:-  
of the Farm Service Agency, County of Mayaguez is:-

Ocho Cero Seis guión Uno Cero Seis guión Cuatro----  
Eight Zero Six dash One Zero Six dash Four-----

Nueve Cero Seis (806-106-4906).-----  
Nine Zero Six (806-106-4906).-----

-----YO, EL NOTARIO AUTORIZANTE, hago constar que--  
-----I, THE AUTHORIZING NOTARY, I had identified--

he identificado a los comparecientes en esta-----  
the appears parties in this-----

escritura, mediante los siguientes documentos de---  
deed, with the following identity-----

identidad: Don Abel Eugenio Enríquez Vélez,-----  
document: Mr. Abel Eugenio Enríquez Vélez,-----

mediante la Licencia de Conducir Número Tres Uno---  
with the Driver License Number Three One-----

Siete Cinco Uno Cero (317510),-----  
Seven Five One Zero (317510),-----

y Doña Carmen Ilsa Vega Flores, mediante la-----  
and Mrs. Carmen Ilsa Vega Flores, with the-----

Licencia de Conducir Número Uno Uno Tres Cero Cinco  
Driver License Number One One Three Zero Five-----

Uno Uno (1130511).-----  
One One (1130511).-----





-----ACEPTACION-----  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s).  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contenta, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

FIRMADO: ABEL EUGENIO ENRIQUEZ VELEZ Y CARMEN ILSA---  
VEGA FLORES.-----

Firmado, Signado, Sellado y Rubricado: IGNACIO-----  
PINTADO PINTADO.-----

Exenta del pago de los derechos de Rentas Internas.---  
Tiene adherido y cancelado el correspondiente Sello---  
del Impuesto Notarial del Colegio de Abogados de-----  
Puerto Rico.-----



CERTIFICO que es copia fiel y-----  
exacta de su original obrante en---  
mi Protocolo de Instrumentos-----  
Públicos del corriente año al que  
me remito. Y a petición de-----  
Don Abel Eugenio Enríquez Vélez y  
Doña Carmen Ilsa Vega Flores,-----  
expido una copia de la presente---  
escritura, la cual consta de-----  
Diecisiete (17) folios, dejando---  
anotada dicha expedición en el día  
de hoy, Veinticinco (25) de-----  
Septiembre de mil novecientos---  
noventa y siete.-----

*Ignacio Pintado Pintado*





Notificado hoy por los fundamentos in-  
cluidos en la notificación legajada bajo  
el número 1258.

P. R. a 15 de octubre 97

*José J. Rojas*

Suspendido Término de Caducidad de 60  
días por haberse recibido hoy documento  
para la corrección de falta.

~~San Juan~~ P. R. a 1 de Oct de 97

*Seifut*  
Registrador Oficial

Inscrito en el Tomo de Hoja Merid del  
Municipio de Mericao Linca número 1641  
e inscripción número 11. Esavado por  
su precedencia con Servidumbre de  
Pasó como predio Sirviente a favor de  
la parcela de Aquilino Ramos Paz y  
por si con hipoteca a favor de Banco  
Popular de Puerto Rico por la suma de  
\$26,000.00 y con la hipoteca que por  
este documento se constituye. San Juan  
el 17 de Octubre de 1997.

San Dorachos

*[Signature]*  
Registrador

The day of granting I did  
issue the first certified copy  
upon request of the United  
States of America.

NOTARY PUBLIC

NUMBER FIFTY-FOUR

**RE-AMORTIZATION AND MODIFICATION  
OF MORTGAGE LOAN**

In the city of Mayagüez, Puerto Rico, on August twenty-six of two thousand and five.

BEFORE ME

FRANKLIN RODRÍGUEZ MANGUAL Attorney and Notary Public for the Commonwealth of Puerto Rico, residing in the city of Cabo Rojo, Puerto Rico, with offices in the city of Mayagüez, Puerto Rico.

APPEAR

[Initials]

[Seal]

THE FIRST PARTY: MR. ABEL EUGENIO ENRÍQUEZ VÉLEZ, Social Security number [REDACTED]-1185, and MRS. CARMEN ISLA VEGA FLORES Social Security number [REDACTED]-2958, of legal age, married to each other, he is a farmer, she is a homemaker, and residents of Maricao, Puerto Rico; and referred to hereinafter as "MORTGAGORS."

THE OTHER PARTY: The United States of America, acting through the Administrator of the "Farmers Home Administration" (Social Security Number 806-106-4906), previously Home Farmers Service (Social Security Number 72-0564834-F) in accordance with the provisions of the law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, with main offices in Washington, District of Columbia, United States of America, and represented in this action by MRS. ADA IRIS RIVERA VÉLEZ, Social Security number [REDACTED]-5713), of legal age, single, and resident of Maricao, Puerto Rico, in her capacity as Agricultural Credit Manager of Mayagüez, and whose capacity is duly accredited with the Property Registry.

*Abel Enriquez  
Deed # 54  
Page 2 of 7*

I DO ATTEST

To personal acquaintance with the appearing parties and pursuant to their statements do attest to their personal circumstances. They assure me that they have and, in my judgment, they do have the legal capacity necessary to grant this deed freely and voluntarily.

THEY DO STATE

FIRST: That the "MORTGAGORS" are currently owners of the following real estate:

RURAL PROPERTY: Plot of land located in the Maricao Afuera neighborhood of the municipality of Maricao, consisting of THIRTY-SEVEN CUERDAS POINT ZERO NINE HUNDRED THIRTY-SEVEN THOUSANDTHS (37.0937), equivalent to

ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED NINETY-TWO POINT SEVEN ZERO SEVEN FIVE, (145,792.7075) SQUARE METERS. Bordered to the NORTH with plot of lands herein segregated that belong to Mr. Domingo Enriquez González and Carmen Vélez; to the SOUTH with plots of Teresa González; to the EAST by Hacienda Chiquita that today belongs to Salvador Balaguer; and to the WEST with plots of Isabel María Hokings and others of Juana León and Teresa González previously, and today of Aquilino Ramos Pérez, according Inscription Plan.

Recorded on page nine (9), of book sixty (60) of Maricao, farm number one thousand six hundred forty-one (1,641).

[Initials] Subject to a mortgage, in guaranty of the promissory note in favor of the United States of America in the amount of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00), with interest at the rate of THREE AND THREE QUARTERS per cent (3.75%) per annum, principal and interests payable in installments as stipulated on same, [Seal] pursuant to Voluntary Mortgage deed number sixty-six (66) dated September twenty-five, nineteen ninety-seven, before the Notary Ignacio Pintado Pintado.

SECOND: The MORTGAGORS continue stating that, for the purpose of re-amortization of the mortgage debt did request and obtain the consent of the MORTGAGEE, the United States of America, acting through of the Administrator of Farmers Home Administration, in accordance with the provisions of the law of Congress titled "Consolidated Farmers Home Administration Act of 1961" and the corresponding regulation approved to re-amortize the mortgage debt.

*Abel Enriquez  
Deed # 54  
Page 3 of*

THIRD: The MORTGAGORS state and affirm individual and personal knowledge of each and all of the obligations, clauses and stipulations contained in the aforementioned mortgage deed, and through this act do clearly, solemnly and decisively agree to comply with each and all of said obligations, clauses and stipulations required by Farmers Home Administration (FmHA).

FOURTH: The contracting parties of this instrument do further agree that this re-amortization agreement does not nullify the current obligation that has been mentioned, since there exists no incomparability between said current obligation and the modification of same under the terms and conditions included herein; therefore, it is requested that the Honorable Registrar of the Property make note of such upon the inscription of this document.

#### **RE-AMORTIZATION AND PAYMENT MODIFICATION OF PROMISSORY NOTE AND MORTGAGE**

FIFTH: The appearing party, ADA IRIS RIVERA VÉLEZ, acting in her official capacity, does state that, the MORTGAGORS having been accepted to receive the benefits of the law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, they have agreed to re-amortize and modify payment plan recorded on the promissory note and the mortgage as follows:

The total owned amount as of August twenty-six, two thousand five, is ONE

*Abel Enriquez  
Deed # 54  
Page 4 of 7*



HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED NINE DOLLARS AND EIGHTY-THREE CENTS (\$126,209.83) with interest at the rate of THREE AND THREE QUARTERS percent (3.75%) which shall be paid in the following manner: two thousand twenty-four dollars (\$2,024.00) on or before February twenty-six, two thousand six, and each year subsequent, until February twenty-six, two thousand ten; and sixteen thousand five hundred forty-two dollars (\$16,542.00) on or before February twenty-six, two thousand eleven; and sixteen thousand five hundred forty-two dollars (\$16,542.00) each year subsequent, except the final payment of the total debt herein assumed shall be made on or before February twenty-six, two thousand twenty.

SIXTH: The appearing party, ADA IRIS RIVERA VÉLEZ, in her official capacity, has delivered to me, the Notary, the promissory note guaranteed by the mortgage, and assures me that it has not been negotiated or encumbered in any way by its current holder and owner, the United States of America, and once I verify that is the same promissory note, I do proceed to place the following notation on the back: "The total amount of this promissory note and the mortgage that guarantees it, re-amortized on August 26, 2005, is \$126,209.83, with interest at the rate of 3.75%, which shall be paid in the following manner: \$2,024.00 on or before February 26, 2006, and each year subsequent, until February 26, 2010; and \$16,542.00 on or before February 26, 2011; and \$16,542.00 each year subsequent, except the final payment of the total debt herein assumed shall be made on or before February 26, 2020, pursuant to deed number 54 of August 26, 2005, before the Notary Franklin Rodríguez Mangual. I do attest. In Mayagüez, Puerto Rico on August 26, 2005. (Signed Stamped, Sealed and Initialed) Franklin Rodríguez Mangual, Notary Public.

[Initials]

[Seal]

Having placed and signed the notation on the Promissory Note, I return it to the appearing party, ADA IRIS RIVERA VÉLEZ acting in her capacity.

*Abel Enriquez*  
Deed # 54  
Page 5 of 7

**ACCEPTANCE**

[Initials]

The appearing parties do state their agreement with the contents of this deed.

[Seal]

I, the Authorizing Notary, in compliance with the Notary law, have made to them the legal warnings pertinent to this granting.

So, the parties state and grant before me, after waiving their right, of which I advised them, to request the presence of instrumental witnesses.

After having read this deed personally, the appearing parties do ratify and sign it; furthermore, they do affix their initials to the left margin of all pages of this deed.

To all that is stated in this public instrument, I, the Notary Public, DO ATTEST.

I CERTIFY: That the preceding is a true and exact copy of the original that is found under deed number fifty-four (54) that is recorded in my protocol of public instruments for the year two thousand five (2005), which consists of five (5) pages. This first certified copy is issued at the request of the Unites States of America.

That on the original appear the initials of the appearing parties on each of the pages; and at the end their signatures do appear, as well as the signature, stamp, seal and initials of the Authorizing Notary. Also, the corresponding Notarial Tax and Internal Revenue stamps are attached and duly cancelled.

In Mayagüez, Puerto Rico, on August 26, 2005.

[Signature]

NOTARY PUBLIC

Recorded on

Page: 13

Book: 114 of *Maricao*

Farm: 1641

12<sup>th</sup> Recording

*San German*, P.R. on [illegible] 3, 2007

[Handwritten]

Beyond the mortgage modified by this document, subject to an easement for [illegible handwriting] plot of land of Aquilino Ramos Ruiz and mortgage in favor of Banco Popular de Puerto Rico [illegible handwriting]

\$86,000.00.

No fees.

[Signature]  
Registrar

[Signature]

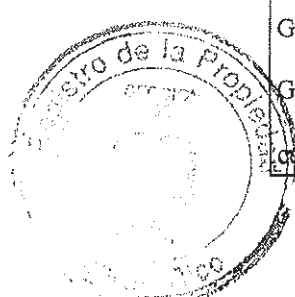
8/15/2007

[Stamp]

*Abel Enriquez*  
*Deed # 54*  
*Page 7 of 7*

El día de su otorgamiento expedí primera copia certificada a solicitud de Estados Unidos de América.-----

NOTARIO PÚBLICO



-----NÚMERO CINCUENTA Y CUATRO -----  
 ----- REAMORTIZACIÓN DE PRÉSTAMO HIPOTECARIO -----  
 -----Y MODIFICACIÓN DE HIPOTECA -----  
 En la ciudad de Mayagüez, Puerto Rico, a los veintiséis días del mes de agosto de dos mil cinco.-----  
 ----- ANTEMÍ -----  
 ---FRANKLIN RODRÍGUEZ MANGUAL, Abogado y Notario Público en el Estado Libre Asociado de Puerto Rico, con residencia en la ciudad de Cabo Rojo, Puerto Rico y oficina abierta en la ciudad de Mayagüez, Puerto Rico.-----  
 ----- COMPARECEN -----  
 ---DE UNA PARTE: Don ABEL EUGENIO ENRÍQUEZ VÉLEZ, seguro social número [REDACTED], y doña CARMEN ILSA VEGA FLORES, seguro social número [REDACTED], mayores de edad, casados entre sí, agricultor él, ama de casa ella y vecinos de Maricao, Puerto Rico; en lo sucesivo denominados "DEUDORES HIPOTECARIOS".-----  
 ---DE OTRA PARTE: Estados Unidos de América, actuando por conducto y a través de "Farm Service Agency" (Seguro Social Número [REDACTED]), antes Administración de Hogares de Agricultores, (Seguro Social Número [REDACTED]) a tenor de las disposiciones de la Ley del Congreso denominada "Consolidated Farmers Home Administration Act of 1961", según enmendada, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, representado en este acto por doña ADA IRIS RIVERA VÉLEZ, seguro social número [REDACTED], mayor de edad, soltera y vecina de Maricao, Puerto Rico, en su carácter de Gerente de Crédito Agrícola de la oficina de Mayagüez, en su carácter de Gerente de Crédito Agrícola de la oficina de Mayagüez, cuyo carácter consta debidamente acreditado en el Registro de la Propiedad.-----

Abel Enriquez  
 Deed # 54  
 Page 2 of 7

-----DOY FE-----

---Del conocimiento personal de los comparecientes y por sus dichos la doy de sus circunstancias personales. Me aseguran tener, y a mi juicio tienen la capacidad legal necesaria para otorgar la presente escritura; y en tal virtud libre y voluntariamente-----

-----EXPONEN-----

---PRIMERO: Que los "DEUDORES HIPOTECARIOS", son actualmente dueños del siguiente inmueble:-----

---RÚSTICA: Porción de terreno radicado en el Barrio Maricao Afuera, del término municipal de Maricao, de una cabida de TREINTA Y SIETE PUNTO CERO NOVECIENTOS TREINTA Y SIETE DIEZ MILÉSIMAS DE CUERDAS (37.0937), equivalentes a CIENTO CUARENTA Y CINCO MIL SETECIENTOS NOVENTA Y DOS PUNTO SIETE MIL CERO SETENTA Y CINCO (145,792.7075) METROS CUADRADOS. Colinda por el NORTE, con terrenos aquí segregados pertenecientes a don Domingo Enriquez González y Carmen Vélez; por el SUR, con terrenos de Teresa González; por el ESTE, con la Hacienda Chiquita que es hoy propiedad de Salvador Balaguer; y por el OESTE, con terrenos de Isabel María Hokings y otros de Juana León y Teresa González antes, hoy Aquilino Ramos Pérez, según Plano de Inscripción.-----

Inscrita al folio nueve (9) del tomo sesenta (60) de Maricao, finca número mil seiscientos cuarenta y uno (1,641).-----

---Se halla afecta a una hipoteca, en garantía de un pagaré a favor de Estados Unidos de América por la suma de CIENTO CUARENTA MIL DÓLARES (\$140,000.00), con intereses a razón del TRES Y TRES CUARTOS por ciento (3.75%) anual pagadero principal e intereses en los plazos que en el mismo se estipulan, según resulta de la escritura número sesenta y seis (66) de Hipoteca Voluntaria de fecha veinticinco de septiembre de mil novecientos noventa y siete, ante el Notario Ignacio Pintado Pintado.-----

---SEGUNDO: Siguen manifestando los DEUDORES HIPOTECARIOS que con el fin de reamortizar la deuda hipotecaria, solicitaron y obtuvieron el consentimiento del ACREEDOR HIPOTECARIO, Estados Unidos de América, actuando por conducto y a través del Administrador de la

Abu Enriquez  
Deed # 54  
Page 3 of 7

Administración de Hogares de Agricultores de conformidad con la ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961" y el reglamento aprobado al efecto para reamortizar la deuda hipotecaria.-----

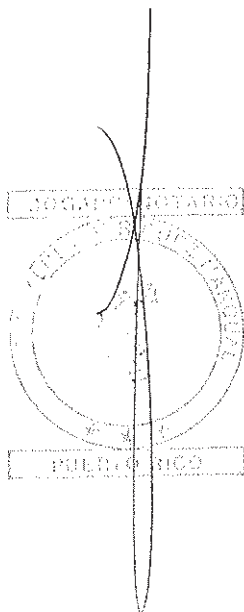
---TERCERO: Manifiestan los DEUDORES HIPOTECARIOS que le constan de propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este acto en forma clara, solemne y terminante, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).-----

---CUARTO: Las partes contratantes en este instrumento convienen, asimismo, que este convenio de reamortización no constituye una novación extintiva de la obligación existente a la cual ya se ha hecho mención, por no haber ni existir incompatibilidad entre dicha obligación existente y la modificación de la misma bajo los términos y condiciones aquí consignados; por lo que se ruega al Honorable Registrador de la Propiedad, que así se haga constar en la inscripción de este documento.-----

-----REAMORTIZACIÓN Y MODIFICACIÓN -----

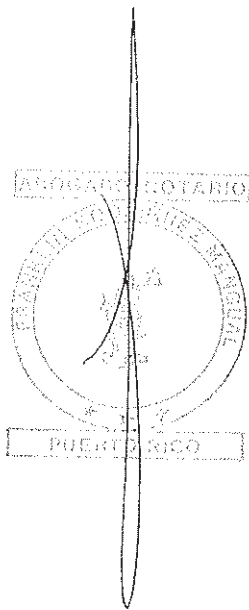
-----DE PAGO DE PAGARÉ E HIPOTECA -----

---QUINTO: Manifiesta la compareciente, ADA IRIS RIVERA VÉLEZ, en su carácter oficial, que habiendo sido aceptados los DEUDORES HIPOTECARIOS para recibir los beneficios de la ley del Congreso "Consolidated Farmers Home Administration Act of 1961", según enmendada, ha convenido en reamortizar y modificar la forma de pago de los plazos consignados en el pagaré y en la hipoteca en la siguiente forma: el importe total adeudado al veintiséis de agosto de dos mil cinco, asciende a la suma de CIENTO VEINTISÉIS MIL DOSCIENTOS NUEVE



Abel Enriquez  
Deed # 54  
Page 4 of 7





DÓLARES CON OCHENTA Y TRES CENTAVOS (\$126,209.83) con intereses a razón de TRES Y TRES CUARTOS porciento (3.75%), la cual habrá de ser pagada en la siguiente forma: dos mil veinticuatro dólares (\$2,024.00) en o antes del veintiséis de febrero de dos mil seis y cada año subsiguiente hasta el veintiséis de febrero de dos mil diez; y dieciséis mil quinientos cuarenta y dos dólares (\$16,542.00) en o antes del veintiséis de febrero de dos mil once; y dieciséis mil quinientos cuarenta y dos dólares (\$16,542.00) en o antes del veintiséis de febrero de cada año subsiguiente excepto que el pago final del total de la deuda aquí asumida se hará en o antes del veintiséis de febrero de dos mil veinte.-----

---SEXTO: La compareciente, ADA IRIS RIVERA VÉLEZ, en su carácter oficial, me entrega a mi, el Notario, el pagaré garantizado con la hipoteca, y me asegura que no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América; y una vez identificado por mi, el Notario, cerciorándome que se trata del mismo pagaré procedo a poner al dorso del mismo la siguiente nota: "El importe de este pagaré y la hipoteca que garantiza, reamortizado al 26 de agosto de 2005, asciende a la suma de \$126,209.83 con intereses a razón de 3.75%, la cual habrá de ser pagada en la siguiente forma: \$2,024.00 en o antes del 26 de febrero de 2006 y cada año subsiguiente hasta el 26 de febrero de 2010; y \$16,542.00 en o antes del 26 de febrero de 2011; y \$16,542.00 en o antes del 26 de febrero de cada año subsiguiente, excepto que el pago final del total de la deuda aquí asumida se hará en o antes del 26 de febrero de 2020, según resulta de la escritura número 54 de 26 de agosto de 2005, ante el Notario Franklin Rodríguez Mangual. Doy Fe. En Mayagüez, Puerto Rico, a 26 de agosto de 2005. (Firmado, Signado, Rubricado y Sellado) Franklin Rodríguez Mangual Notario Público-----

---Una vez puesta y firmada la nota la devuelvo a la compareciente, ADA

Abel Enriquez  
Deed # 54  
Page 5 of 7

IRIS RIVERA VÉLEZ, en el carácter que ostenta.-----

-----ACEPTACIÓN-----

---Los comparecientes manifiestan su conformidad con el contenido de esta escritura.-----

---Yo, el Notario Autorizante, en cumplimiento de lo dispuesto por la Ley Notarial, les hice las advertencias legales pertinentes a este otorgamiento.---

---Así lo dicen y otorgan los comparecientes ante mí luego de haber renunciado al derecho les hice saber tenían para requerir la presencia de testigos instrumentales.-----

---Después de haber leído esta escritura personalmente, los otorgantes la ratifican y firman ante mí; estampando, además, sus iniciales al margen izquierdo de cada uno de los folios de esta escritura.-----

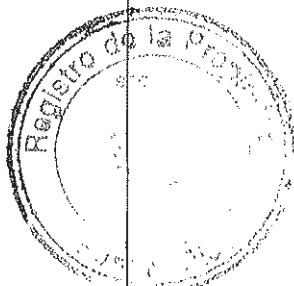
---De todo lo consignado en este instrumento público, Yo, el Notario Autorizante, DOY FE.-----

CERTIFICO: Que la presente es copia fiel y exacta de la escritura número cincuenta y cuatro (54) que consta en mi protocolo de instrumentos públicos para el año dos mil cinco (2005), la cual consiste de cinco (5) folios. Esta primera copia certificada se expide a solicitud de Estados Unidos de América.-----

Que el original aparecen las iniciales de los comparecientes en cada uno de los folios; y al final aparecen sus firmas, así como la firma, signo, rúbrica y sello del Notario Autorizante. También están adheridos y cancelados los correspondientes sellos de Rentas Internas e Impuesto Notarial.-----

En Mayagüez, Puerto Rico, a 26 de agosto de 2005.-----

*Franklin Rodríguez*  
NOTARIO PÚBLICO



Abel Enrique  
Doc # 54  
Page 6 of 7

REGISTRADO AL

Folio 13

T. 114 de Manco

Folios 16 y 17 Descripción 12

Sagua, P.R. 3 de Julio de 2007

Adm. de la Rep. que  
 por este documento se testifica  
 Se halla el Sr. Sandoval  
 como propietario a favor  
 de una parcela de terreno de  
 Aquelino Ramos Ruiz y con  
 hipoteca a favor del Banco  
 Popular de Puerto Rico por  
 \$ 86 000.00

En su

*Jaime Figueroa*  
 Registrador

*8/15/2007*



Abel Enriquez  
 Decedat 54  
 Page 7 of 7

**TITLE SEARCH**

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



**CLIENT:** ABEL EUGENIO ENRIQUEZ VÉLEZ

**REF:** 1521.145

**BY:** TAIMARY ESCALONA

**PROPERTY NUMBER:** 1,641, recorded at page 13 of volume 114 of Maricao, Registry of the Property of San Germán, Puerto Rico.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RUSTICA:** Porción de terreno radicado en el Barrio Maricao Afuera, del término municipal de Maricao, Puerto Rico, con una cabida de treinta y siete punto cero novecientos treinta y siete cuerdas equivalentes a ciento cuarenta y cinco mil setecientos noventa y dos punto siete mil setenta y cinco metros cuadrados. En lindes: **NORTE**, con terrenos aquí segregados pertenecientes a Don Domingo Enríques González y Carmen Vélez; **SUR**, con terrenos de Teresa Gonzalez; **ESTE**, con la Hacienda Chiquita que es hoy propiedad de Salvador Balaguer; **OESTE**, con terrenos de Isabel María Hokings y otro de Juan León y Teresa González antes, hoy Aquilino Ramos Pérez, según plano de inscripción.

**ORIGIN:**

It is segregated from property number 691, recorded at page 193, volume 36 of Maricao.

**TITLE:**

This property is registered in favor of ABEL EUGENIO ENRIQUEZ VÉLEZ and his wife CARMEN ILSA VEGA FLORES, who acquired it by purchase from Domingo Enriquez González and his wife Carmen Vélez, at a price of \$14,000.00, pursuant to deed #4, executed in Maricao, Puerto Rico, on February 1, 1990, before Ramón D. Acosta Acosta Notary Public, recorded at page 148 of volume 64 of Maricao, property number 1,641, 9<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances.
- II. By reason of itself this property is encumbered by the following:
  1. Perpetual of way Easement over this property as servient estate in favor of parcel of Aquilino Ramos Pérez as dominant estate, constituted by deed #61, executed in Mayagüez, Puerto Rico, on March 17, 1967, before Notary Public Carlos García Méndez, recorded at page 145 of volume 64 of Maricao, property number 1641, 7<sup>th</sup> inscription.
  2. **MORTGAGE:** Constituted by Abel Eugenio Enriquez Vélez and his wife Carmen Ilsa Vega Flores, in favor of Banco Pcpular de PR, in the original principal amount of \$86,000.00, with preferential interests, due on presentation, constituted by deed #136, executed in Mayagüez, Puerto Rico, on December 11, 1991, before Notary Public Luis Ferrer Dávila, recorded at overleaf of page 148 of volume 64 of Maricao, property number 1,641, 10<sup>th</sup> inscription.
  3. **MORTGAGE:** Constituted by Abel Eugenio Enriquez Vélez and his wife Carmen Ilsa Vega Flores, in favor of United States of America, in the original principal amount of \$140,000.00, with 3.75% annual interests, due on 20 years, constituted by deed #66, executed in Yauco, Puerto Rico, on September 25, 1997, before Notary Public Ignacio Pintado Pintado, recorded at page 30 of volume 99 of Maricao, property number 1,641, 11<sup>th</sup> inscription.

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

PO BOX 1467 TRUJILLO ALTO, PR 00977-1467  
TELS: (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



PAGE #2  
PROPERTY #1,641

4. The mortgage for the amount of \$140,000.00 of 11<sup>th</sup> inscription is modified as follows: The total amount owed on August 26, 2005, ascends to the sum of \$126,209.83 with interest at a rate of 3.75%, which will have to be paid in the following way: \$2,024.00 on or before February 26, 2006 and each subsequent year until February 26, 2010 and \$16,542.00 on or before February 26, 2011 and \$16,542.00 on or before February 26, of each subsequent year except that the final payment of the debt assumed herein shall be made on or before February 26, 2020, constituted by deed #54, executed in Mayagüez, Puerto Rico, on August 26, 2005, before Notary Public Franklin Rodríguez Mangual, recorded at page 13 of volume 114 of Maricao, property number 1,641, 12<sup>th</sup> and last inscription.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to March 12, 2019.

**NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

mcr/mv  
srd/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

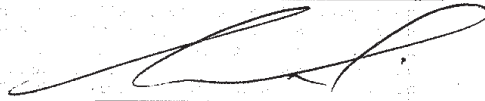
1. That my name and personal circumstances are the above mentioned.

2. That on march 12, 2019, I examined the books and file of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 21 day of March of 2019.

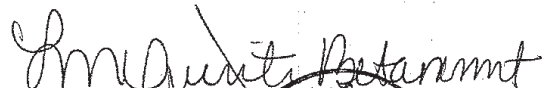


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3455

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 21 day of March of 2019.

  
NOTARY PUBLIC

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Enriquez Velez, Abel E.

Case No: 63-018-1185

***CERTIFICATION OF INDEBTEDNESS***

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of November 10, 2020***

Loan Number	43-02
Note Amount	\$ 140,000.00
Original Note Date	9/25/1997
Date of Last Payment	6/10/2019 Offset
Principal Balance	\$ 104,138.75
Unpaid Interest	\$ 7,884.83
Misc. Charges	\$ -
Total Balance	\$ 112,023.58
Daily Interest Accrual	\$ 10.6992
Amount Delinquent	\$ 112,023.58
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
November 10, 2020



Status Report  
Pursuant to Servicemembers Civil Relief Act

Exhibit 8

SSN: XXX-XX-1185  
Birth Date:  
Last Name: ENRIQUEZ VELEZ  
First Name: ABEL  
Middle Name:  
Status As Of: Nov-16-2020  
Certificate ID: 59BJ1T9J69MND7Y

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



## Status Report

## Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-2958  
 Birth Date:  
 Last Name: VEGA FLORES  
 First Name: CARMEN  
 Middle Name: ILSA  
 Status As Of: Nov-16-2020  
 Certificate ID: QYPPCGH4NPC3T74

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955



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## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ABEL ENRIQUEZ VELEZ, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ABEL ENRIQUEZ VELEZ  
Maricao Afuera Wd.  
Sector La Cuchilla  
Maricao, P.R. 00606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ABEL ENRIQUEZ VELEZ, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CARMEN I. VEGA FLORES  
Maricao Afuera Wd.  
Sector La Cuchilla  
Maricao, P.R. 00606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

ABEL ENRIQUEZ VELEZ, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

# SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Enriquez-Vélez  
Maricao Afuera Wd.  
Sector La Cuchilla  
Maricao, P.R. 00606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 02/19)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Juan C. Fortuño Fas  
Po Box 3908, Guaynabo, PR 00970  
Tel. 787-751-5290

## DEFENDANTS

ABEL ENRIQUEZ VELEZ, et als.

County of Residence of First Listed Defendant Maricao, P.R.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
112,023.58

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

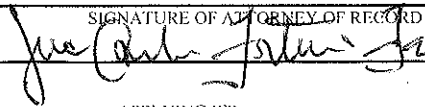
(See instructions):

JUDGE

DOCKET NUMBER

DATE  
11/16/2020

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE